

1 service, and therefore, it's not obligated to  
2 provide the service at TELRIC rates; is that  
3 accurate?

4 MR. D'AMICO: Yes.

5 MS. PREISS: So, would you agree that if  
6 as a legal matter Verizon is obligated to provide  
7 the tandem transit service, then it should be at  
8 TELRIC rates?

9 MR. D'AMICO: I heard the word "legal."

10 MS. PREISS: Yeah, but I did the legal  
11 part for you. I said assume Verizon is legally  
12 obligated to provide the tandem transit service.

13 MR. D'AMICO: That would make sense.

14 MS. PREISS: Okay, thanks.

15 MR. EDWARDS: May I just add one  
16 clarifying point to your question. And I'm  
17 assuming in your question when you said as a legal  
18 matter required to provide it, would it be correct  
19 in your question--by your question you meant  
20 provided as a UNE?

21 MS. PREISS: That Verizon is obligated to  
22 provide it pursuant to 251(A)(1).

1 Same answer?

2 MR. D'AMICO: Yes.

3 MS. PREISS: Thanks.

4 MR. STANLEY: I have a question about the  
5 threshold issue again. I believe it was WorldCom  
6 that testified earlier that there would be--you  
7 recognized that there was a logical crossover at  
8 which it would be economically reasonable for  
9 WorldCom to establish direct trunking with another  
10 CLEC rather than passing traffic through a tandem,  
11 and you also mentioned that WorldCom is not  
12 proposing a specific threshold in its language.

13 Does WorldCom have a threshold in mind, or  
14 do you have a threshold in mind?

15 MR. GRIECO: I don't, no. There is going  
16 to be a crossover point where the cost of tandem  
17 switching can be alleviated by building facilities  
18 between the two carriers in question. Now, the  
19 cost of building facilities is not cheap, by any  
20 stretch of the imagination, and certainly is never  
21 warranted for one DS1 of traffic. You even can't  
22 transport one DS1 of traffic more than a thousand

1 feet. You have to build OC rings, fiber rings, and  
2 multiplex equipment to get the traffic from the DS1  
3 up to optical level to transport it any distance to  
4 the other carrier's facilities.

5 So, obviously there is going to have to be  
6 a point where the tandem switching charge is more  
7 than the cost of building these kinds of  
8 facilities.

9 It will vary by case by case. If they are  
10 co-located in the same facility, that might be an  
11 opportunity where it's cost advantageous for us to  
12 interconnect at a lower traffic volume than if we  
13 are located 10 miles apart. So it's going to  
14 depend on the situation.

15 MR. STANLEY: So, would a DS1 level be too  
16 low? In your testimony--in direct testimony, I  
17 think you used the word arbitrary. Would that be  
18 the extent of the objection if it was 10,000 DS1s  
19 it also might be arbitrary. Why is the DS1 level  
20 too low?

21 MR. GRIECO: I think the arbitrary term  
22 was referring to the 240 trunk limit to the tandem.

1 But there isn't carrier class transmission  
2 equipment to transport a DS1 any distance between  
3 two points. It's not a transport rate. It's a  
4 loop type--I mean, it's just--your interoffice  
5 facility kind of bandwidth.

6 MS. FARROBA: What's your normal transport  
7 rate?

8 MR. GRIECO: Fiber ring with OC48s or  
9 OC192s or whatever--

10 MS. FARROBA: OC48?

11 MR. GRIECO: Well, whatever size  
12 electronics you want to put on the fiber ring. But  
13 you have to have fiber in place and put electronics  
14 at both ends; they could be OC3 or OC12 or 48,  
15 depending on what your bandwidth requirements are.  
16 But you wouldn't put a fiber in the ground and pay  
17 several thousands of dollars, whatever it costs,  
18 for fiber electronics and then multiplexing  
19 equipment to take these DS3s down to the DS1 level  
20 just so you could pass one DS1 between two  
21 carriers.

22 MR. STANLEY: I was going to ask the same

1 question to AT&T. Did you have a threshold figure  
2 in mind?

3 MR. TALBOTT: No, we don't, and I would  
4 like to agree with the WorldCom witness and add on  
5 there are substantial expenses, not only in putting  
6 the network in place, but there are substantial  
7 expenses in putting an agreement in place.

8 To negotiate Interconnection Agreement,  
9 you not only need the network interconnection  
10 terms, you need billing terms and general terms and  
11 conditions. And this means now you have to have a  
12 substantial staff of people, maybe a division  
13 manager, several district managers and a host of  
14 supervisors to go around the country and negotiate  
15 a host of agreements. As you well know, personnel  
16 are the largest expenses a corporation can have  
17 besides investing in capital for network.

18 So Verizon's proposal is wholly  
19 unrealistic not just simply on the basis of network  
20 economics, but when you put on the administration  
21 required to negotiate and manage these kinds of  
22 agreements, it becomes very, very punitive to a

1 small carrier.

2 MS. PREISS: I'm sorry, Mr. Dygert points  
3 out to me that when Mr. Edwards rephrased my  
4 question, it may not have been exactly what I  
5 intended, so I will try to one more time so that  
6 everybody knows what I'm asking.

7 Assuming that it is Verizon's legal  
8 obligation under 251(1)(A) of the Act to provide  
9 tandem transit services, would Verizon then agree  
10 that TELRIC is the appropriate cost standard for  
11 that interconnection that's provided?

12 MR. D'AMICO: Yes.

13 MS. PREISS: Thank you.

14 MR. TALBOTT: Could I add one more matter  
15 to maybe give you a more direct answer?

16 We do have certain thresholds at which  
17 contacts are made between ourselves and another  
18 LEC, at which negotiations are, or at least  
19 discussions of the possibility of interconnection  
20 are done.

21 But in no case do we establish what that  
22 threshold would be for establishing trunks. We do

1 know we have certain economic advantages to direct  
2 connect because you avoid the tandem charges, but  
3 you don't know what your savings are going to be  
4 until you conclude those discussions.

5 MR. DYGERT: All right. I think that  
6 concludes staff questioning. Is there any  
7 redirect?

8 MR. EDWARDS: Yes.

9 REDIRECT EXAMINATION

10 MR. EDWARDS: Mr. Albert, ALJ Farroba  
11 asked you some questions regarding performance  
12 measures applicable to interconnection with IXCs.  
13 Do you remember that?

14 MR. ALBERT: Yes.

15 MR. EDWARDS: Are there any such  
16 performance measures that you know about?

17 MR. ALBERT: I may have blubbered my  
18 answer on this, so let me try to give it a little  
19 more precisely.

20 With interexchange carriers for trunk  
21 provisioning, we do have standard intervals, which  
22 are more like guidelines. We quote orders based on

1 the standard intervals. If we miss them, there's  
2 nothing that happens, there's no penalties, there's  
3 no dollars that kick in.

4 With CLECs, we also have--

5 MS. FARROBA: I'm sorry, do you maybe  
6 waive some of the fees or charges if the  
7 provisioning is late? Do you know?

8 MR. ALBERT: I think that may happen some  
9 with special access, but I'm not sure if it does  
10 with trunks or not.

11 MS. FARROBA: Okay.

12 MR. ALBERT: With special access I have  
13 seen that, but trunks I'm just not sure.

14 For CLECs, we also have provisioning  
15 intervals for trunks, but there we have performance  
16 penalties that kick in where we pay money where we  
17 miss.

18 For trunk blocking, we do not have any  
19 trunk blocking standards for IXCs; but with CLECs,  
20 we do have a trunk blocking standard, and when--it  
21 automatically kicks in and when we miss, we pay  
22 money. And that's the one that relates to the



1 threshold on our ability to meet that pay money  
2 trunk blocking with the CLEC's standard. That goes  
3 right back to the DS1, and that's automatic payment  
4 of money. That's where we break into a cold sweat.

5 MR. EDWARDS: Mr. D'Amico, I want to go  
6 back to the example that Mr. Keffer used in his  
7 cross-examination where he asked you to assume a  
8 tandem, and this may be a slight variation, but  
9 assume that there is a tandem with AT&T on one side  
10 and 10 CLECs on the other side. All right?

11 MR. D'AMICO: All right.

12 MR. EDWARDS: And each of those CLECs is  
13 interexchanging traffic with AT&T, and Verizon is  
14 providing transit service for each of those 10, all  
15 right, sir?

16 MR. D'AMICO: Yes.

17 MR. EDWARDS: Now, with respect to the DS1  
18 threshold in Verizon's proposal, if each of those  
19 10 is exchanging DS1 level minus X, where X is the  
20 last increment to take you to the DS1 level, would  
21 the DS1 threshold be met with any of those CLECs?

22 MR. D'AMICO: No, it would not.

1 MR. EDWARDS: And if the traffic between  
2 one of those CLECs and AT&T exceeds the DS1  
3 threshold under Verizon's proposal, does that have  
4 any impact on the exchange of traffic between AT&T  
5 and the other nine CLECs?

6 MR. D'AMICO: No, it only impacts the one  
7 that the DS1's worth of traffic of 200,000 minutes  
8 as we talked earlier reached that threshold.

9 MR. EDWARDS: Thank you. That's all I  
10 have.

11 MR. DYGERT: Anything from AT&T?

12 MR. KEFFER: No redirect.

13 MR. DYGERT: Anything from WorldCom?

14 MR. MONROE: Nothing from WorldCom.

15 MR. DYGERT: Thank you. That concluded  
16 our work on subpanel two. Is there anyone besides  
17 this group of witnesses who is necessary for that  
18 we've called subpanel four?

19 MR. EDWARDS: Assuming we are not doing  
20 the 911 issues, no.

21 MR. MONROE: We've got the three  
22 Argenbright issues that we were going to move.

1 MR. DYGERT: Right.

2 MR. MONROE: But other than those, we only  
3 have the one witness.

4 MR. DYGERT: I guess we could go off the  
5 record for a minute.

6 (Discussion off the record.)

7 MR. DYGERT: On subpanel four we are  
8 taking up first issue IV-8 and moving from subpanel  
9 five issue V-16, so those can be both completed at  
10 the beginning of subpanel four. After that, we  
11 will move on to issues IV-2, IV-3, IV-4, IV-5,  
12 IV-6, VI-1(A), (B), and (C), what was previously on  
13 this panel and hasn't been referred to already,  
14 issues IV-7, IV-11, IV-34, IV-37, and IV-79 have  
15 been moved at the end of our schedule, and will be  
16 treated at the same time as issue IV-31.

17 And on this panel, once again we have  
18 Mr. D'Amico, Mr. Albert, Mr. Grieco, Mr. Talbott,  
19 and Mr. Schell.

20 MR. EDWARDS: Before the cross begins, may  
21 I have a moment with my witness?

22 MR. DYGERT: Sure.

1 (Off the record.)

2 MR. DYGERT: Now we will hear from Verizon  
3 on cross of IV-8, yes? I'm sorry, from WorldCom,  
4 forgive me.

5 CROSS-EXAMINATION

6 MR. MONROE: Let me begin by trying to  
7 clarify where we are on this issue because I think  
8 there have been some exchanges of language.

9 Are you familiar with the red-lining that  
10 Verizon did of the WorldCom language on this issue  
11 and then the reply from WorldCom back to Verizon on  
12 that red-lining?

13 MR. D'AMICO: I'm not.

14 MR. MONROE: We will work through it,  
15 then.

16 Is it Verizon's position that Verizon has  
17 the right to refuse to provide two-way trunking at  
18 WorldCom's request?

19 MR. ALBERT: We're on issue IV-2 now?

20 MR. MONROE: We're doing IV-8 first,  
21 right?

22 MR. DYGERT: Right.

1 MR. MONROE: Verizon's position is that OS  
2 and DA trunking should not be part of the  
3 interconnection agreement but should be negotiated  
4 separately; is that right?

5 MR. D'AMICO: Yes.

6 MR. MONROE: Does Verizon refuse to  
7 include the subject of OS and DA trunking in this  
8 Interconnection Agreement?

9 MR. D'AMICO: I believe we have a separate  
10 agreement for the terms associated with OS/DA.  
11 There may be some reference in the contract that  
12 talks about OS/DA. But without the additional  
13 terms and conditions, you can't get very far.

14 MR. MONROE: Do you have the DPL in front  
15 of you?

16 MR. D'AMICO: Yes, sir.

17 MR. MONROE: Could you look at page 128,  
18 please, I think that's where this issue begins.

19 MR. D'AMICO: Yes.

20 MR. MONROE: It's my understanding that  
21 Section 1.6.1, as listed in the DPL, is agreed to  
22 by Verizon; and, in fact, the sentence that in my

1 version starts at the bottom of page 128, "This  
2 provision is duplicative of language." Do you see  
3 that sentence?

4 MR. D'AMICO: Yes.

5 MR. MONROE: I believe that was a Verizon  
6 comment to WorldCom's language, and in effect is  
7 Verizon's agreement to that provision; is that  
8 correct?

9 MR. EDWARDS: Could I have just a minute  
10 here.

11 (Pause.)

12 MR. EDWARDS: Go ahead.

13 MR. MONROE: My question was,  
14 Section 1.6.1 is agreed to as written by Verizon;  
15 is that correct?

16 MR. EDWARDS: Here is where the confusion  
17 is coming from. Mr. Monroe is asking questions  
18 based on comments that were exchanged in E-mails on  
19 this language. The language that MCI put into the  
20 DPL which says this provision is duplicative with  
21 of language already proposed with respect to  
22 operator services, subject to the marked changes,

1 however, the substance is acceptable, I will  
2 stipulate that language that is not contract  
3 language, but it is rhetorical or narrative  
4 language that I sent MCI with respect to that  
5 language.

6           And then the okay that has been put into  
7 or the original contract language that was conveyed  
8 back to me is okay, and then the DPL is agreed, so  
9 it is what it is. It becomes very difficult when  
10 you cross-examine witnesses on settlement  
11 discussions between the attorneys.

12           MR. DYGERT: I guess I'm confused about  
13 where things stand.

14           MR. MONROE: I'm under the impression that  
15 certain section of this language have been agreed  
16 to and others have not. Before I get into  
17 questioning on specifics, I'm trying to find out  
18 and make sure that we are on the same page, that we  
19 all know what's agreed to and what's not. I'm  
20 basing my understanding of what's been agreed to,  
21 in part, on the E-mails that have been exchanged  
22 between counsel for the parties.

1 MR. DYGERT: Mr. Edwards, is it your  
2 position that your E-mail is not agreeing to  
3 language in the contract but to something else?

4 MR. EDWARDS: The answer to the question  
5 is it's possible because when it says subject to  
6 the marked changes, however, the substance is  
7 acceptable and the marked changes aren't reflected  
8 what was put in the DPL, so it's pulling parts of  
9 exchanges between attorneys without the entire  
10 context, I believe, into the DPL. I think it would  
11 be very appropriate, if you want to ask directly,  
12 do you know whether Verizon agrees with this  
13 language or not, but I would not base it on the  
14 rhetorical comments that were exchanged between the  
15 attorneys handling the matter.

16 MR. MONROE: My question was, did Verizon  
17 agree to it, but I will stipulate to what was put  
18 in the DPL incorporated the changes marked by  
19 Verizon.

20 MR. DYGERT: Then I think your question is  
21 does the Verizon witness agree with the language  
22 that appears in the DPL?



1 MR. MONROE: That is correct.

2 MR. EDWARDS: If you could answer.

3 MR. D'AMICO: Because I wasn't involved in  
4 some of the latest E-mails, I don't know the latest  
5 status.

6 MR. DYGERT: Mr. Edwards, could you  
7 enlighten us on what portions of the DPL language  
8 Verizon does not agree with?

9 MR. EDWARDS: I think with respect to  
10 1.6.1 there is not a disagreement.

11 The answer to your question is, the  
12 comments that were received back from WorldCom on  
13 this language were passed on to the contract  
14 negotiators and others within the company, and  
15 final decisions haven't been made yet on whether  
16 their language is agreed to. I think it would be  
17 acceptable for the Commission to conclude, based on  
18 the inclusion of the rhetorical comments that were  
19 included in the DPL where there is agreement and  
20 where there is not agreement. That's about as far  
21 as I could go right now.

22 MR. MONROE: Well, then, I don't think

1 there are comments like that in--on many of the  
2 sections, but--

3 MR. EDWARDS: I would not assume there is  
4 agreement then.

5 MR. MONROE: Well, in the cases where  
6 Verizon proposed something back, and it was  
7 acceptable to WorldCom, we put that in the DPL and  
8 put in brackets agreed behind that section.

9 MR. EDWARDS: Then I would assume that  
10 would be acceptable.

11 MR. MONROE: Okay. I would like to  
12 establish for the record, though, that they are  
13 agreed to, so that we don't find out later that  
14 they're not.

15 And I can quickly summarize where I  
16 believe we are on it.

17 MR. EDWARDS: All right.

18 MR. MONROE: 1.6.1 we understand is agreed  
19 to. 1.6.2 of Verizon proposed counter language and  
20 WorldCom proposed the additional phrase at the end  
21 of the sentence that begins "or over local  
22 interconnection trunks." That's a WorldCom

1 addition to Verizon language, so we are awaiting  
2 Verizon's response on that.

3           WorldCom agreed to delete 1.6.3 to 1.6.3.2  
4 which was Verizon's request so they don't appear in  
5 the DPL anywhere.

6           1.6.4 is a new version of that subject  
7 proposed by WorldCom, so I'm expecting that's still  
8 open because we haven't gotten a response from  
9 Verizon on that.

10           1.7.1 we believe is agreed to.

11           1.7.2 is a new WorldCom proposal in reply  
12 to Verizon's comments, so that is still open.

13           And then the rest of the language we  
14 believe is agreed to 6.1, 6.2, 6.3, 6.4, 6.5, and  
15 6.6, we believe, is all agreed to.

16           MR. KEHOE: Is that consistent with  
17 Verizon's understanding?

18           MR. EDWARDS: 6.1 is true.

19           6.2.

20           Based on what I have reviewed sitting here  
21 at the table, that is consistent with our  
22 understanding.

1 MR. DYGERT: That being all of the agreed  
2 to sections that Mr. Monroe went through?

3 MR. EDWARDS: Correct.

4 MR. DYGERT: Okay. Thank you.

5 MR. KEHOE: So, if I understand correctly,  
6 the language subject to later check, the language  
7 that has not been agreed to would be the last  
8 phrase in 1.6.2, as well as all of 1.6.4; is that  
9 correct?

10 MR. MONROE: Plus all of 1.7.2.

11 MR. KEHOE: Yes. Thank you. Is that  
12 correct?

13 MR. EDWARDS: That's correct.

14 MR. MONROE: Thanks for clearing it up. I  
15 think that will help us move along.

16 MR. EDWARDS: It really wasn't fair to the  
17 witness to put them in that situation, so I was  
18 trying to help out.

19 MR. MONROE: Mr. D'Amico, then if you look  
20 at 1.6.2, the first section where I believe we have  
21 an open item, Verizon proposed all of the language  
22 with the exception of the last three lines that

1 WorldCom added.

2 Do you have any objection to those three  
3 lines?

4 MR. D'AMICO: It seems to--the part that  
5 MCI had about the over local interconnection  
6 trunks, does that conflict with 6.4 in that we are  
7 talking about each party shall route LSV/VCI over  
8 separate direct trunks and not the local  
9 intra-LATA, inter-LATA, whatever?

10 So, if 6.4 is saying that, then this is  
11 saying or over all interconnection trunks. So  
12 other than just noticing the discrepancy, I'm not  
13 sure if physically the traffic can go over the  
14 local interconnection trunks. So I would say that  
15 I'm not sure that I would agree with that.

16 MR. KEHOE: Could I try a question? Does  
17 1.6.2 apply only where MCI purchases operator  
18 services from Verizon?

19 MR. D'AMICO: It says where MCI purchases  
20 operator services, so that would be the scenario.

21 MR. KEHOE: And 1.6.4 applies where MCI  
22 does not purchase operator services from Verizon?

1 MR. ALBERT: I think 1.6.2 has both cases.  
2 It has where MCI does purchase operator services,  
3 and then it's also got if you go a little further  
4 it has also got a case where MCI does not.

5 So, within 1.6.2 you have a couple of  
6 conditions there that one case they are buying it  
7 from us, and the case they aren't.

8 MR. KEHOE: Thank you.

9 MR. D'AMICO: In general, though, the  
10 other reason I would have concern on that is that  
11 I'm not sure the trunks terminate in the same  
12 place. In other words, interconnection trunks may  
13 go to a local tandem or access tandem, whereas  
14 these operator services may have to go to a  
15 different place. So, in that case, in addition to  
16 the conflict with 6.4, I'm not sure that that's  
17 appropriate.

18 MR. MONROE: Does Verizon allow WorldCom  
19 to use the operator services codes published in the  
20 LERG in order to reach Verizon's operator services?

21 MR. D'AMICO: I remember this came up at  
22 the mediation, and I don't remember the answer.

1 There was another gentleman there from Verizon that  
2 was drawing some things.

3 MR. MONROE: Maybe it would refresh your  
4 recollection if I asked you if you agreed that at  
5 the mediation Verizon agreed that WorldCom could  
6 use the codes with the caution that if WorldCom  
7 uses those codes that it would not have a direct  
8 connection to the operator services, and that if a  
9 third party wanted to do a busy line verification  
10 or interrupt on WorldCom's line, that the Verizon  
11 operator want be unable to do that because there  
12 would be no direct connection.

13 Do you agree with that?

14 MR. D'AMICO: That rings a bell, yes. I'm  
15 not sure if--again, I remember the pictures and  
16 there was some caveats that our technical folks  
17 drew up there, but that seems to be my recollection  
18 of it.

19 MR. MONROE: Then subject to check, would  
20 you agree that Verizon would allow WorldCom to use  
21 the operator codes published in the LERG with the  
22 understanding that I just recited?

1 MR. D'AMICO: Subject to check, yes.

2 MR. MONROE: Let's look at 1.7.2, which  
3 was another new proposal from WorldCom in reply to  
4 Verizon's comments on WorldCom's language. Would  
5 you take a look at it, please.

6 MR. D'AMICO: I'm sorry, I was writing  
7 down a note there.

8 MR. MONROE: 1.7.2.

9 MR. D'AMICO: Okay.

10 MR. MONROE: Do you have any objection to  
11 that language?

12 MR. D'AMICO: I don't know enough about it  
13 to say yea or nay.

14 MR. MONROE: Well, can you tell me if  
15 Verizon were to offer a call completion services  
16 with an automated service, would Verizon allow  
17 WorldCom to use that service?

18 MR. D'AMICO: On a wholesale level, you  
19 mean?

20 MR. MONROE: Well, if Verizon were to  
21 offer to its retain customers a service where a  
22 customer calling directory assistance could get the



1 number desired and then at the caller's option have  
2 the call automatically routed to the called number,  
3 if Verizon offered that service on a retail level,  
4 would Verizon allow WorldCom to purchase that  
5 service if WorldCom were purchasing Verizon's  
6 directory assistance services?

7 MR. D'AMICO: I do not know the specifics  
8 on that. To me that sounds like resell or some  
9 other items associated with that.

10 MR. KEHOE: Are you aware of any technical  
11 reason why Verizon could not offer that to  
12 WorldCom?

13 MR. D'AMICO: I'm not aware of any  
14 technical reason, but that doesn't mean that there  
15 aren't any.

16 MR. MONROE: I'm trying to avoid--there is  
17 a separate issue in this case on whether or not  
18 Verizon has to offer directory serves on a  
19 wholesale basis; is that correct?

20 MR. D'AMICO: Is it on this panel?

21 MR. MONROE: No, I don't believe it is.

22 MR. D'AMICO: I've got my hands full with

1 this panel.

2 MR. MONROE: I'm trying to avoid the issue  
3 of whether or not Verizon is required to provide  
4 directory assistances, directory assistance to  
5 WorldCom at a wholesale level only. So, my  
6 question really applies on a wholesale or retail  
7 basis. If WorldCom were purchasing directory  
8 assistance services from Verizon at a wholesale  
9 level, but Verizon offered the call completion  
10 service that I described to its retail customers,  
11 my question is, would Verizon allow WorldCom to  
12 purchase that service from Verizon? And then the  
13 same question applies if WorldCom is purchasing  
14 directory assistance services at the retail level.

15 MR. D'AMICO: I'm sorry, I just--I don't  
16 know enough about it to answer one way or the  
17 other.

18 MR. MONROE: So, as you sit here today,  
19 you're not aware of an objection to it within  
20 Verizon?

21 MR. D'AMICO: I wouldn't say that--I  
22 wouldn't categorize it that way. Other than you

1 just mentioning that question to me, I've actually  
2 never heard of the issue, so it wouldn't be  
3 surprising to me that I didn't hear anything about  
4 it. But that shouldn't be categorized as  
5 either--in other words, I don't know, and I have no  
6 background on it, so...

7 MR. MONROE: Wasn't the topic in the  
8 language originally proposed by WorldCom to  
9 Verizon?

10 MR. D'AMICO: The topic of...

11 MR. MONROE: Of call completion services  
12 associated with directory assistance.

13 MR. D'AMICO: I think the way we were  
14 trying to address that was to have it addressed in  
15 the separate agreement outside of the  
16 interconnection.

17 MR. MONROE: Without addressing the  
18 substance of the language, your position would just  
19 be to address it in a separate agreement?

20 MR. D'AMICO: Yes.

21 MR. MONROE: Just to make sure we are  
22 clear, the language that I went through a minute

1 ago that I felt was all agreed to, Verizon is  
2 agreeing to put all that in this Interconnection  
3 Agreement; is that correct?

4 MR. D'AMICO: Yes.

5 MR. MONROE: If you could look at 1.6.4  
6 for just a minute, which is also new, WorldCom  
7 language, and this also deals with the topic of  
8 using network routable access codes in the LERG in  
9 order to reach operator services. I presume your  
10 answer or your statement on this language would be  
11 similar to your comments on the last section of  
12 1.6.2; is that correct?

13 MR. D'AMICO: Yes.

14 MR. MONROE: Okay.

15 I guess I'm not quite clear on Verizon's  
16 position on having terms in a separate agreement.  
17 Are you still maintaining that position with  
18 respect to a portion of this topic, or are you now  
19 agreeing that all of this topic can be or will be  
20 addressed in the Interconnection Agreement? In  
21 other words, is Verizon asking the Commission to  
22 rule to some portion of this language like the

1 portions that are not agreed to should be in a  
2 separate agreement or is Verizon no longer  
3 advocating that position?

4 MR. EDWARDS: If you know, Mr. D'Amico.

5 MR. D'AMICO: I do not know the specifics.  
6 There could be finer points that still need to be  
7 addressed.

8 MR. MONROE: Okay. Then on page 22 of  
9 Verizon Exhibit 9 which I believe is your  
10 August 17th direct testimony.

11 MR. ALBERT: Did you say page 17?

12 MR. MONROE: If I said that, I meant 22.

13 At the top of the page, lines two through  
14 six, you say that many other CLECs have agreed to  
15 this arrangement, that arrangement meaning put in  
16 the terms of this issue in a separate agreement,  
17 and Verizon does not understand why WorldCom  
18 cannot, and then it goes on to give the example  
19 that AT&T has agreed to do that; is that correct?

20 MR. D'AMICO: Yes.

21 MR. MONROE: Is it your experience that  
22 all CLECs have the same business plans?

1 MR. D'AMICO: There may be a common theme,  
2 but I would imagine they're different.

3 MR. MONROE: Do they all market the same  
4 services?

5 MR. D'AMICO: You could maybe put them  
6 into categories, but I would think they vary.

7 MR. MONROE: Do they all price their  
8 services identically?

9 MR. D'AMICO: Depends on their costs, I  
10 would imagine.

11 MR. MONROE: Do they all use the same  
12 network equipment?

13 MR. D'AMICO: Again, there is probably a  
14 common theme of vendors and architectures.

15 MR. MONROE: But your testimony is all  
16 CLECs should agree to use the same contract  
17 language; is that right?

18 MR. EDWARDS: Objection. That's not what  
19 the testimony says. I think the testimony says  
20 that AT&T has agreed to have a separate agreement  
21 with respect to OS/DA language.

22 MR. MONROE: I think the testimony says